

EXHIBIT “P”

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| <p>IN THE FEDERAL COURT OF THE MIDDLE DISTRICT OF ALABAMA</p> <p>CIVIL ACTION NUMBER 2:06CV-377-WKW</p> <p>PIONEER SERVICES, INC., Plaintiff, vs AUTO-OWNERS INSURANCE COMPANY, Defendant</p> <p>THE VIDEOTAPED DEPOSITION TESTIMONY OF: WILLIAM BARRETT</p> <p>February 2, 2007 9:55 a m</p> <p>COURT REPORTER: Gwendolyn P. Timbie, CSR</p> | <p>1 the parties may make objections and assign 2 grounds at the time of trial or at the 3 time said deposition is offered in 4 evidence, or prior thereto 5 Please be advised that this is the 6 same and not retained by the Court 7 Reporter, nor filed with the Court 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23</p> |
| Page 2 | Page 4 |
| <p>1 STIPULATIONS 2 IT IS STIPULATED AND AGREED by and 3 between the parties through their 4 respective counsel that the deposition of 5 WILLIAM BARRETT, may be taken before 6 Gwendolyn P. Timbie, Certified Shorthand 7 Reporter and Notary Public, State at 8 Large, at the law offices of Morrow, 9 Romine & Pearson, Montgomery, Alabama, on 10 February 2, 2007, commencing at 11 approximately 9:55 a m 12 IT IS FURTHER STIPULATED AND 13 AGREED that the signature to and the 14 reading of the deposition by the witness 15 is waived, the deposition to have the same 16 force and effect as if full compliance had 17 been had with all laws and rules of Court 18 relating to the taking of depositions 19 IT IS FURTHER STIPULATED AND 20 AGREED that it shall not be necessary for 21 any objections to be made by counsel to 22 any questions, except as to form or 23 leading questions, and that counsel for</p> | <p>1 INDEX 2 EXAMINATION BY: PAGE NO: 3 Mr. Hall 9 4 Certificate 175 5 6 LIST OF EXHIBITS 7 EXHIBITS: PAGE NO: 8 Plaintiff's 11 98 9 Plaintiff's 12 166 10 11 12 13 14 15 16 17 18 19 20 21 22 23</p> |

1 (Pages 1 to 4)

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1 MR PEARSON: Yeah
 2 MR HALL: I was going into a
 3 question But any other objections?
 4 Q (BY MR HALL) All right. If
 5 Pioneer Telephone removed all the -- of
 6 the damaged goods that are the subject of
 7 the claim and put them in a separate
 8 storage facility and an adjuster looking
 9 at these losses came and looked at those,
 10 what should the adjuster look for? For
 11 water damage and for electrical damage --
 12 or lightning damage?
 13 A Is that a yes-or-no question?
 14 Q I don't think so I said what
 15 would he look for
 16 A You said water and electrical
 17 damage I'd say yes Water and
 18 electrical damage
 19 Q I'm sorry. I made it even
 20 worse of a question. The claim involves
 21 water and lightning damage --
 22 A Okay
 23 Q -- to stock and equipment that

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1 was being used by Pioneer Telephone
 2 Services If all of the damaged equipment
 3 was stored together at a facility, away
 4 from covered loss -- or the risks and your
 5 adjuster goes out and looks at that and
 6 photographs it, what should he be looking
 7 for?
 8 A Evidence of damage
 9 Q Such as the ones you described
 10 earlier?
 11 A It can be anything. Whatever
 12 the evidence of damage exists. Whatever
 13 it is
 14 Q All right. And if he obtains
 15 a lightning affidavit, describing the
 16 damage -- or the list of damaged items,
 17 would that be an appropriate basis for him
 18 to determine the scope of loss?
 19 MR PEARSON: Object to form
 20 A I don't know.
 21 Q All right. What would you --
 22 A It may or may not be I don't
 23 know.

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1 Q What would make it not?
 2 A The content of the affidavit
 3 or -- just because there's an affidavit
 4 doesn't mean that -- that it's a covered
 5 loss So yeah, an affidavit would be
 6 good It's information It sure is
 7 Q I'm looking at a portion of
 8 Plaintiff's Exhibit 10 that includes pages
 9 AO199 through 204
 10 Have you ever seen these before?
 11 A I probably have
 12 Q Well, if that document came
 13 in, supporting a claim for water damage
 14 and for lightning damage, what would be
 15 wrong -- or is there anything wrong with
 16 those documents as far as evidencing
 17 damage sustained?
 18 A There is no evidence of
 19 damage
 20 Q Okay All right What is
 21 lacking or missing from that series of
 22 documents that would be necessary in order
 23 to support this claim by Pioneer?

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1 A Evidence of damage
 2 Q All right. Such as
 3 photographs?
 4 A Such as evidence of damage.
 5 Whatever that would be
 6 Q Okay.
 7 A This is a list of stuff
 8 Q All right.
 9 A Okay That's all it is
 10 Q All right So you contend --
 11 or it's your position that what I've just
 12 shown you, AO199 through 204, would just
 13 simply be an inventory?
 14 A It's a list. I don't know if
 15 that's an inventory It's a list
 16 Q All right If an adjuster for
 17 Auto-Owners received a list such as AO199
 18 through 204 as a portion -- or as the
 19 document supporting a claim for damage to
 20 contents of a building, what should the
 21 adjuster ask for if this is insufficient?
 22 A All of those things.
 23 Q All right. Ask for all those

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1 Mr Reeves, compared the list Pioneer
 2 Telephone Services initially submitted to
 3 these items and found them to be matching
 4 up and parallel, would you agree that this
 5 is a third party, verifying the water
 6 damages suffered by Pioneer?
 7 A I don't know because he says,
 8 because of damage done to printed circuit
 9 boards. And, you know, I'm thinking that
 10 if they're in a box, that's not going to
 11 be right. And it says it's a lightning
 12 affidavit, then it says it's water
 13 damage. So it seems to me, he's trying to
 14 cover all of his bases. So I don't know
 15 what this is.
 16 Q Okay. Well, if an adjuster
 17 got that document and didn't know what it
 18 was, would it be appropriate to contact
 19 the insured and tell them to submit
 20 something else?
 21 A I would assume that someone
 22 that received this would need to have some
 23 clarification of what it is.

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1 Q Okay. And the way to do that
 2 is to contact the person who submitted the
 3 document?
 4 A I think that would be
 5 appropriate.
 6 Q And if it was confusing
 7 because of saying lightning affidavit on
 8 the first page and then the certification
 9 on the last page by the signature saying
 10 this is water damage, is that something
 11 that the adjuster should contact the
 12 person submitting the document to get
 13 clarity about?
 14 A I think so.
 15 Q Would it be appropriate to
 16 ignore that all together?
 17 MR PEARSON: Object to form.
 18 A Don't know that that happened.
 19 Q Well, I'm not asking if it
 20 happened. I'm asking would it be
 21 appropriate to ignore it once submitted?
 22 A No.
 23 Q Was this claim handled

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1 properly?
 2 MR PEARSON: Object to form.
 3 A I don't know. It could have
 4 probably been handled with a little more
 5 detail. I don't know if it was or not.
 6 Q If you were in charge of the
 7 claim as the adjuster, how would you have
 8 handled it differently?
 9 MR PEARSON: Object to form.
 10 A I would have probably sought
 11 more technical detail to begin with. I
 12 wouldn't have let him throw the junk
 13 away. But apparently he did that on his
 14 own.
 15 Q Who?
 16 A The owner of the property.
 17 Q Well, would you have
 18 documented your request, that he preserve
 19 that equipment?
 20 MR PEARSON: Object to form.
 21 A I don't think I have to. The
 22 policy speaks to that.
 23 Q Where it says keep it for a

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1 reasonable period of time?
 2 A I wouldn't --
 3 Q Allow a reasonable number of
 4 inspections?
 5 A As often as we want to inspect
 6 it. We have the right to do so.
 7 Q Well, don't you think it's
 8 important for the **company to tell the
 9 customer how long he should hold it?
 10 MR PEARSON: Object to form.
 11 A Well, I think the owner should
 12 assume that he should hold it until the
 13 process is complete.
 14 Q If the owner had three
 15 different adjusters on behalf of
 16 Auto-Owners look at it --
 17 A I will --
 18 Q -- do you think that would
 19 have been sufficient for him to believe
 20 that it had been inspected?
 21 MR PEARSON: Object to form.
 22 A I gave you my opinion.
 23 Q Well, you can answer my

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1 question If he had three different
 2 adjusters look --
 3 A I think, if I -- if I were
 4 him -- if I were in his shoes, I would
 5 hold it until the process was finished.
 6 Q All right What if he was
 7 told by his agent that it was okay to
 8 throw it away?
 9 MR. PEARSON: Object to form.
 10 Q Would you think it would be
 11 reasonable of him to throw it away then?
 12 A No.
 13 Q So he shouldn't trust his
 14 agent?
 15 A I didn't say that.
 16 Q Well, why would it not be
 17 reasonable to believe his agent?
 18 A Because his agent is not
 19 handling the claim
 20 Q All right And would it be
 21 reasonable for him to throw it away after
 22 three different inspections took place?
 23 MR. PEARSON: Object to form

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1 A Not if the claim is not
 2 completed.
 3 (WHEREUPON, a document was
 4 marked as Plaintiff's Exhibit Number 12
 5 and is attached to the original
 6 transcript)
 7 Q Let me show you what I've
 8 marked as Plaintiff's Exhibit 12, which I
 9 believe you signed sometime back in this
 10 case as discovery responses. Take a
 11 moment, if you want to, and review that
 12 I'm going to pause the video while
 13 you look at that
 14 (Pause in video for the witness to review
 15 the document)
 16 MR. HALL: We're back on the
 17 record
 18 Q Look at the response to number
 19 three for me, please It's on page
 20 eight And question is -- starts on page
 21 seven List by claim number, policy
 22 number, and insured's name claims made by
 23 defendant's insureds in Covington County,

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1 Alabama, which included damage from or
 2 related to water damage or lightning
 3 damage, to client's home or business which
 4 occurred during September of 2004
 5 Did I read that right?
 6 A Yes.
 7 Q All right The response
 8 says -- basically some objections. Would
 9 you agree that that question specifically
 10 could be addressed by what we talked about
 11 earlier as that lost run, when you defined
 12 by ZIP code and loss type what -- what
 13 claims were made based on lightning or
 14 water?
 15 MR. PEARSON: Object to form
 16 As Mr Hall knows, the answers to the
 17 interrogatories were made by Mr. Barrett
 18 on behalf of the company The objections
 19 are objections made by lawyers To the
 20 extent there are objections in that
 21 response, those are objections made by
 22 attorneys for the defendant.
 23 Q My question was, is that the

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1 information that we discussed that would
 2 be available by printing a loss run at the
 3 home office by ZIP code and loss code for
 4 any given date?
 5 A Yes.
 6 Q All right And I think, as
 7 you would agree, that would not be unduly
 8 burdensome because you can do it with a
 9 phone call and they print it and mail it
 10 to you; is that correct?
 11 MR. PEARSON: Object to form
 12 A It can be done
 13 Q All right Is there any way
 14 that it can be more narrowly defined?
 15 A I guess you could bring it
 16 down to the agency
 17 Q Can it be -- can the searches
 18 be run by agency code?
 19 A I think so
 20 Q All right. But it can be done
 21 by loss code and ZIP code and date?
 22 A I think so
 23 Q All right. Do you know of any

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1 A Not that I recall.
 2 Q Do you know who Jimmy
 3 Williamson is?
 4 A No
 5 Q If -- well, let me get these
 6 ready for you first, and then I'll show
 7 you
 8 Are you aware of any rule or
 9 guideline within Auto-Owners concerning a
 10 customer preparing its own lightning
 11 affidavit?
 12 A I'm sure there's not a rule,
 13 but sure seems like a conflict to me
 14 Q Would it ever be appropriate
 15 to pay a claim with a customer doing their
 16 own lightning affidavit?
 17 A I don't think it's
 18 appropriate
 19 Q All right If a customer is
 20 in -- Pioneer Telephone Services is in the
 21 business of installing and maintaining and
 22 repairing telephone systems for customers
 23 and they have given lightning affidavits

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1 in the past to Auto-Owners and other
 2 insurance companies, would it be
 3 appropriate, in that circumstance, for
 4 Pioneer Telephone Services to give an
 5 affidavit about their own damages?
 6 A In my opinion?
 7 Q Yes, sir.
 8 A No
 9 Q Okay For the same reason as
 10 you said before?
 11 A I think it's a conflict
 12 Q All right
 13 A I personally think it's
 14 wrong
 15 Q Okay And if you were an
 16 adjuster and received a lightning
 17 affidavit or scope-of-loss list from the
 18 customer, by the customer, and you thought
 19 that that was a conflict of interest, how
 20 would you communicate that to the
 21 customer?
 22 A If you're -- you're talking
 23 about two different things.

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1 Q I am You're right Let me
 2 differentiate that The list we talked
 3 about earlier that had the serial number,
 4 the equipment, what the equipment was, how
 5 much it cost, and the total of the
 6 claim -- you called that a list, I think,
 7 didn't you?
 8 A I did.
 9 Q All right All right Is
 10 that also an inventory?
 11 A I don't know
 12 Q Okay Well --
 13 A To me, it looks like a list
 14 I don't know if that's an inventory
 15 Q How is that different from an
 16 inventory?
 17 A Well, an inventory -- you're
 18 talking about an inventory of damaged
 19 goods This is a list of items. It looks
 20 like an invoice
 21 Q All right Well, if --
 22 A It says it's a quote
 23 Q Okay But --

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1 A So that's not an inventory
 2 Q What if -- read this header
 3 right here at the beginning of it
 4 A It says, lightning damage done
 5 during Hurricane Ivan storm
 6 Q Replaced equipment and tested;
 7 right?
 8 A That's what it says
 9 Q Okay Now, having that
 10 statement at the head of it and then going
 11 down the list, does this make it closer to
 12 a lightning affidavit --
 13 A No.
 14 Q -- than a list?
 15 A No
 16 Q All right. What is it missing
 17 to not be a lightning affidavit?
 18 A Technical aspects of a -- of
 19 an affidavit You can say something --
 20 you can say it was run over by a truck and
 21 make you a list, and you're saying the
 22 same thing It should be acceptable.
 23 Q No. I'm asking what it needs

35 (Pages 137 to 140)